

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989

F.2 52.211-08

TIME OF DELIVERY

JUNE 1997

(a) The Government requires delivery to be made in according with Section B of this solicitation.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

[OFFEROR'S PROPOSED DELIVERY SCHEDULE]

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.3 NOTICE TO PROCEED

The Notice to Proceed (NTP), by the PCO, shall identify the date for the commencement of performance. Performance under this contract before that date shall be at the contractor's risk and shall not be reimbursed.

F.4 NOTIFICATION OF PHASE STATUS

- a. The Government shall provide the Ship Manager with a NTP which shall state the phase status and applicable Contract Line Item Number (CLIN) of the ship, i.e., Phase M or O. Payment shall be made in accordance with the appropriate per diem rate for the CLIN, as specified in Section B, for the full 24 hour period.
- b. Subsequent changes in phase status shall be accomplished via modification, as executed by the assigned ACO.

F.5 EFFECTIVE DATE OF AWARD AND PERFORMANCE PERIOD

- a. The effective date of award for the contract is the date the contract is signed by the PCO. Year 1 of the contract is deemed to be from date of award for a period of twelve (12) months.
- b. Performance shall commence on the date specified in the NTP. The period of performance of this contract shall be from the contract award date until the date specified at the time of award, subject to the availability of funds. However:
 - (1) Any voyage in progress at the end of the contract performance period shall be completed by the Ship Manager unless otherwise directed by MARAD.
 - (2) The performance of Phase-In/Phase Out services may be required beyond the scheduled termination date, in accordance with the clause entitled "Continuity of Services" (FAR 52.237-3) incorporated herein in Section I.
 - (3) During Phase In/Phase Out, the applicable per diem rate for Phase M for that vessel shall be in effect for the period beyond the expiration date.

F.6 PERFORMANCE PERIOD BY SHIP GROUP

- a. The period of performance for ship group 6 (CAPE JACOB) is one (1) year with two 1-year options.
- b. The period of performance for ship group 11 (PETERSBURG, and CHESAPEAKE) is two (2) year base, with eight 1-year options, with a cancellation ceiling in accordance with the provision of FAR 52.217-2, Cancellation Under Multi-Year Contracts, as incorporated in Section I of this contract. (see Section G.2)
- c. All other Ship Groups are multi-year contracts with a base performance period of four (4) years, with annual cancellation ceiling through contract year 3, in accordance with the provision of FAR 52.217-2, Cancellation Under Multi-Year Contracts, as incorporated in Section I of this contract. (see Section G.2)

F.7 CHANGES IN ASSIGNED VESSELS DURING CONTRACT PERFORMANCE PERIOD

- a. The Government reserves the right to change the composition of a Ship Group by adding or substituting ships between or within groups or by removing vessels from active RRF status subject

to equitable adjustment. The contractor retains the right to accept or reject the addition of ships to the contract.

b. Additional or Substitute Vessels. If the contractor chooses to accept the additional or substitute vessels, the CO may request, and the contractor shall furnish, a cost proposal detailing the cost and schedule impacts (if any) of the changes and a request for equitable adjustment, should costs increase or decrease. A supplemental agreement to this contract shall be executed to incorporate any changes to the number and names of vessels managed by the Ship Manager, and to incorporate any resultant changes to the contract price. Acceptance of additional or substitute vessels by the contractor shall confirm the contractor's acceptance that all terms and conditions of this contract apply to the added vessel(s).

F.8 PLACE OF DELIVERY BY THE GOVERNMENT

The Government will deliver custody of the ship(s) and all GFP to the Ship Manager at the locations specified in TE-4.

F.9 PLACE AND METHOD OF DELIVERY OF CONTRACT LINE ITEMS BY THE SHIP MANAGER

- a. Delivery of services and supplies shall be made F.O.B. Destination as defined in FAR 52.247-34.
- b. All documentation and data required by OPCON during Phase O shall be delivered to the COMSC and a copy shall be sent to the cognizant COTR. If Phase O is under MARAD OPCON, not MSC, send reports to the appropriate regional COTR only.
- c. Except where otherwise directed in the contract, all documentation and data, (other than (b) above), shall be delivered to the ACO, who shall be designated in Section G of the contract upon award.
- d. Deliverables, are the services and data required by this contract, and are listed separately in Attachment J-4.
- e. The following addresses shall be used as the delivery locations for the items required in the contract.

ACO = Administrative Contracting Officer as named in the contract award.

COTR = Contracting Officer's Technical Representative as named in the contract award.

PCO = Procuring Contracting Officer as indicated in block #27 of the SF33 (Contract Award)

MAR-333 Maritime Administration
Chief, Division of Accounting Operations
MAR-333, Room 7325
400 7th Street, S.W.
Washington, DC 20590

Solicitation DTMA8R04004 – RRF Ship Manager Services

MAR-380 Maritime Administration
Office of Acquisition
Team Leader, Ship Manager Team
MAR-380, Room 7310
400 7th Street, S.W.
Washington, DC 20590

MAR-782 Maritime Administration
Chief, Division of Marine Insurance
MAR-782, Room 8117
400 7th Street, S.W.
Washington, DC 20590

MAR-560 Maritime Administration
Director, Office of Financial and Rate Approvals
MAR-560 Room 8117
400 7th Street, S.W.
Washington, DC 20590

MAR-610 Maritime Administration
Director, Office of Ship Operations
MAR-610, Room 2122
400 7th Street, S.W.
Washington, DC 20590

MAR-611 Maritime Administration
Division of Ship Maintenance and Repair
MAR-611, Room 2119
400 7th Street, S.W.
Washington, DC 20590

MAR-612 Maritime Administration
Division of Reserve Fleet
MAR-612, Room 2112
400 7th Street, S.W.
Washington, DC 20590

MAR-613 Maritime Administration
Division of Operations Support
MAR-613, Room 2123
400 7th Street, S.W.
Washington, DC 20590

MAR-614 Maritime Administration
Division of Logistics Support
MAR-614, Room 2116
400 7th Street, S.W.
Washington, DC 20590

Solicitation DTMA8R04004 – RRF Ship Manager Services

MSC Commander, Military Sealift Command
Code PM5
Washington, DC 20390-5100

SOUTH ATLANTIC REGION
Maritime Administration
7737 Hampton Boulevard
BLDG. 4D, Rm. 211
Norfolk, Virginia 23505
TEL: 757-441-6393
FAX: 757-441-0812

CENTRAL REGION
Maritime Administration
Hale Boggs Federal Building
501 Magazine Street, Suite 1223
New Orleans, LA 70130-3394
TEL: 504-589-6565
FAX: 504-589-6593

WESTERN REGION
Maritime Administration
201 Mission Street, Room 200
San Francisco, CA 94105-1905
TEL: 415-744-2562
FAX: 415-744-2591

F.10 CONDITION OF SHIPS AT TIME OF CONTRACT AWARD

The ships shall be, insofar as due diligence can make them so, seaworthy, tight, staunch and in every way suitable and adequately fitted, with all gear approved by regulatory bodies, and in all respects ready to receive and transport lawful cargo. Prior to contract award, the ship shall be in class according to ABS and USCG Standards. Upon delivery of the ship(s) to the Ship Manager, the ship(s) shall be surveyed and inventory validated by the Ship Manager in accordance with TE-5 and witnessed by the Government to determine their condition and the type and amount of GFP onboard.

The ship(s) may have some outstanding ABS or USCG requirements and known deficiencies at the time of NTP. The COTR (via the ACO) will provide the Ship Manager with a list of such deficiencies. Correction of such deficiencies will be reimbursable at MARAD's direction.

F.11 REDELIVERY OF SHIPS

a. The ships shall be redelivered to the Government in the same good order and condition, including any enhancements or improvements, as when delivered hereunder except for ordinary wear and tear, other documented legitimate usage and ordinary depreciation, at a port designated by the Government.

b. In accordance with Section C, the ships shall be surveyed and inventoried by the Ship Manager and verified by the Government to determine their condition and the type of GFP on board, at no additional cost to the Government. Unless an exception is authorized by the ACO in writing, the Ship Manager shall be required to return all the Government furnished outfitting, tackle, apparel, supplies, stores, equipment and furnishing or shall be required to replace or reimburse the Government for such items in kind, reasonable wear and tear excepted in accordance with the clause in Section I, Government Property, FAR 52.245-2.

c. A ship shall be deemed redelivered for the purpose of the contract (i) at such time when the Government accepts physical custody of the ship from the Ship Manager; or (ii) if lost, at noon of the day when last heard from; or (iii) from the time and when the ship is declared a Constructive Total Loss by the ACO.

d. In the event the contract period expires or the Government provides notice of its intent to cancel or terminate this contract in whole or in part as provided in any provision of this contract, the Ship Manager shall continue to perform and shall exercise due diligence to preserve the ship and all equipment until redelivery to the Government, and shall cooperate fully in the transfer of functions, possessions, and control of the ship to either the Government or the subsequent ship operator.

e. The Ship Manager shall cooperate in the transfer of all records, logs or other materials pertaining to the navigation and operation of the ship either to the Government or the subsequent ship operator. The spare parts, outfitting, technical information, maintenance manuals, drawings and other supplies and materials in the Ship Manager's possession which have been produced or acquired for the performance of this contract shall be provided to the Government or the subsequent ship operator.

F.12 REPAIR PERIODS DURING OPERATIONS

a. During Phase O, the Ship Manager may, at the Government's option, be placed in a repair period to undergo reimbursable repairs or alterations.

b. During such repair periods, the Government shall determine the number of crew members to be retained onboard for the repair period.

c. The Ship Manager shall arrange for changes in wages, to correspond to ROS status, if directed by MARAD, and for crew transportation. (In Phase O crew wages and transportation are reimbursable- see Attachment J-9.)

F.13 SUPERVISION

The Ship Manager shall provide at all times, the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials required, to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation. If multiple awards are made to one Ship Manager, supervision shall be adequate to fulfill this requirement on each contract.

F.14 ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT

The Ship Manager's on-site personnel must be able to speak, read and write English for ease of communication with Government personnel.

F.15 STANDARDS OF EMPLOYEE CONDUCT

The Ship Manager shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking necessary disciplinary action with respect to its employees.

F.16 EMPLOYEE REMOVAL

If the government has any reason to be dissatisfied with the performance and conduct of any person employed by the Ship Manager, the Ship Manager shall, upon receiving particulars of the complaints, investigate the matter and take immediate corrective action, to include removal from all MARAD activities, when directed by the ACO. The Ship Manager shall immediately notify the ACO of any corrective actions taken.

[END OF SECTION F]